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FILED
CHARLOTTE, NC

AUG 22 2012

U.S. DISTRICT COURT
WESTERN DISTRICT OF NC

Cross - reference to:

Deed Book 13578, Page 654
Mecklenburg County, NC Registry of Deeds
Deed Book 14620, Page 899
Mecklenburg County, NC Registry of Deeds
Deed Book 14912, Page 694
Mecklenburg County, NC Registry of Deeds
Deed Book 24138, Page 459
Mecklenburg County, NC Registry of Deeds
Deed Book 24070, Page 868
Mecklenburg County, NC Registry of Deeds
Deed Book 24647, Page 400
Mecklenburg County, NC Registry of Deeds

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
CIVIL ACTION NO.: 3:11-CV-65-GCM

THE BANK OF NEW YORK AS TRUSTEE
FOR THE NOTEHOLDERS CWABS II,
INC., LFT 2005-04,

Plaintiff,

vs.

KHARA INGRAM AND KYRON INGRAM;
NATIONWIDE TRUSTEE SERVICES, INC.;
SELECTIVE DEVELOPMENT, LLC;
UNITED STATES DEPARTMENT OF
HOUSING & URBAN DEVELOPMENT;
ATREUS COMMUNITIES GROUP f/k/a
HOMELIFE COMMUNITIES GROUP OF
CHARLOTTE, INC.; LVNV FUNDING,
LLC.,

Defendants.

**DEFAULT JUDGMENT/FINAL
JUDGMENT**

This action came on the motion of the Plaintiff for entry of default judgment/final judgment pursuant to F.R.C.P. Rule 55(b)(2) and the consent order entered by the Court [Document No. 23], Defendants Khara Ingram, Kyron Ingram, Selective Development, LLC., Atreus Communities Group f/k/a Homelife Communities Group of Charlotte, Inc, and LVNV Funding, LLC having been duly served with the Summons and Complaint, and none of the foregoing Defendants being an infant or an unrepresented incompetent person, having failed to plead or otherwise defend, and entries of default having been made by the Clerk of Court as to each of said Defendants [Document No. 15], Plaintiff is entitled to judgment by default against said Defendants. The Court has entered a consent order relative to the relief requested by Plaintiff in its complaint as to Defendants United States Department Housing & Urban Development and Nationwide Trustee Services, Inc. [Document No. 23]. Neither of the individual Defendants Khara Ingram nor Kyron Ingram are currently in active military service.

WHEREFORE, the Court having considered the pleadings and the record in this matter, concludes as follows:

- (a) That jurisdiction and venue are proper in this Court;
- (b) That the Plaintiff is entitled to judgment as if every item and paragraph of the Complaint was supported by proper evidence;
- (c) That Plaintiff is entitled to a judgment declaring that the foreclosure sale ("the Foreclosure Sale") of the Property conducted on June 12, 2008 in Foreclosure of Real Property Under Deed of Trust from Khara Ingram and Kyron Ingram, General Court of Justice, Superior Court Division, Mecklenburg County, N.C., Before the Clerk, File No. 08 SP 2983 ("the Foreclosure SP") is void and of no effect;

;

(d) That Plaintiff is entitled to judgment declaring that the Substitute Trustee's Deed recorded on August 26, 2008 at Book 24070, Page 868 in the Mecklenburg County, N.C. Registry of Deeds or any other deed executed pursuant to the Foreclosure Sale is null and void;

(e) That Plaintiff is entitled to a judgment declaring that the final report and account of the Foreclosure Sale regarding the sale conducted on June 12, 2008 is null and void;

(f) That the Plaintiff is entitled to a judgment declaring that the Deed of Trust ("the Deed of Trust") recorded on December 30, 2002 in Book 14620, Page 899 of the Mecklenburg County, N.C. Registry of Deeds is reinstated, and that the parties thereto have the same rights and remedies thereto as if the foreclosure sale had not taken place;

(g) That the Plaintiff is entitled to a judgment reforming that certain Warranty Deed ("the First Warranty Deed") recorded on May 10, 2002 in Book 13578, Page 654 of the Mecklenburg County, N.C. Registry of Deeds to reflect Defendant Selective Development, LLC. as the corrector grantor and transferor of title, relating back to the date of recordation of the First Warranty Deed;

(h) That the Plaintiff is entitled to a judgment declaring that certain Corrective Warranty Deed ("the Corrective Warranty Deed") recorded at Book 14912, Page 694 of the Mecklenburg County, N.C. Registry of Deeds to be removed and cancelled from title;

(i) That the Plaintiff is entitled to a judgment declaring that Defendant Khara and Kyron Ingram are in default of their payment obligations under both the Deed of Trust and the promissory note secured by the Deed of Trust and that a foreclosure on the property located at 3608 Lukes Drive, Charlotte, North Carolina 28216 would be pursuant to the terms of the Deed of Trust, and therefore is a proper remedy;

(h) That Plaintiff is entitled to proceed with the aforesaid foreclosure sale pursuant to Count II of its Complaint (there being no just reason for delay);

(i) That all interests in the property are subject, subordinate and inferior to the Deed of Trust;

THEREFORE, Plaintiff's motion for default judgment/final judgment is hereby GRANTED; and,

IT IS HEREBY ORDERED AND ADJUDGED that:

1. That the foreclosure sale ("the Foreclosure Sale") of the Property conducted on June 12, 2008 in Foreclosure of Real Property Under Deed of Trust from Khara Ingram and Kyron Ingram, General Court of Justice, Superior Court Division, Mecklenburg County, N.C., Before the Clerk, File No. 08 SP 2983 ("the Foreclosure SP") is hereby set aside and declared to be void and of no effect.

2. That the Substitute Trustee's Deed recorded on August 26, 2008 at Book 24070, Page 868 in the Mecklenburg County, N.C. Registry of Deeds or any other deed executed pursuant to the Foreclosure Sale is hereby declared to be null and void.

3. That the final report and account of the Foreclosure Sale regarding the sale conducted on June 12, 2008 is hereby declared to be null and void.

4. That the Deed of Trust ("the Deed of Trust") recorded on December 30, 2002 in Book 14620, Page 899 of the Mecklenburg County, N.C. Registry of Deeds is hereby declared to be reinstated, and that the parties thereto have the same rights and remedies thereto as if the foreclosure sale had not taken place.

5. That that certain Warranty Deed ("the First Warranty Deed") recorded on May 20, 2002 in Book 13578, Page 654 of the Mecklenburg County, N.C. Registry of Deeds is hereby reformed to reflect Defendant Selective Development, LLC. as the corrector grantor and transferor of title, relating back to the date of recordation of the First Warranty Deed.

6. That that certain Corrective Warranty Deed ("the Corrective Warranty Deed") recorded at Book 14912, Page 694 of the Mecklenburg County, N.C. Registry of Deeds is hereby declared to be removed and cancelled from title.

7. That Defendants Defendants Khara and Kyron Ingram are hereby declared to be in default of their payment obligations under both the Deed of Trust and the promissory note secured by the Deed of Trust and a foreclosure on the property located at 3608 Lukes Drive, Charlotte, North Carolina 28216 ("the Property") would be pursuant to the terms of the Deed of Trust, and therefore is a proper remedy.

8. That it is hereby declared that Plaintiff holds the senior lien interest in the Property and that its (Plaintiff's) substitute trustee, Defendant Nationwide Trustee Services, Inc., acting as Commissioner, shall be, and is hereby, authorized to conduct a judicial foreclosure sale of the fee interest in the Property, subject to any prior liens, and pursuant and in accordance with Article 29A, Chapter 1 of the North Carolina General Statutes (§§ 1-339 *et seq.*).

9. That the judicial foreclosure sale of the Property shall take place at a public auction to the highest bidder at the Mecklenburg County Courthouse, North Carolina, with a deposit of cash of certified funds upon the close of the bidding in the amount of ten percent of the final bid.

10. That after the judicial foreclosure has been finalized and completed pursuant to North Carolina law, the highest bidder at the foreclosure sale may apply for a Writ of Possession

and, after said application has been filed and the ten day statutory upset bid period has elapsed, a Writ of Possession shall be granted to the highest bidder at the foreclosure sale and that Plaintiff shall notify Defendant of the completion of the foreclosure and shall provide a copy of the final report of sale.

11. That a certified copy of the final judgment entered in the above-styled action shall be recorded in the Mecklenburg County, N.C. Registry of Deeds and shall cross reference:

(a) the First Warranty Deed recorded on May 10, 2002 in Book 13578, Page 654;

(b) the Deed of Trust recorded on December 30, 2002 in Book 14620, Page 899;

(c) the Corrective Warranty Deed recorded on February 28, 2003 at Book 14912, Page 694;


(d) the Substitute Trustee's Deed recorded on August 26, 2008 at Book 24070, Page 868;

(e) the Notice of Foreclosure of a Deed of Trust recorded on September 22, 2008 at Book 24138, Page 459; and,

(f) the Quitclaim Deed recorded on April 16, 2009 at Book 24647, Page 400.

SO ORDERED AND ADJUDGED.

This the 22^d day of August, 2012.


GRAHAM C. MULLEN
Chief United States District Judge

Prepared and submitted by:

/s/ Andrew Roy Bickwit

Andrew R. Bickwit

Attorneys for Plaintiff

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LFT 2005-04